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ARTICLE I

RECOGNITION

1.1 The Board of Education of School District 272, Amboy, Lee County, Illinois hereinafter referred to as the “Board” or “District” recognizes the Amboy Education Association, hereinafter referred to as the “Association” as the sole and exclusive bargaining representative for all full-time and regularly employed part-time certificated teacher personnel, hereinafter referred to as “employees” or “teachers”, but expressly excluding the Superintendent, Principals, Assistant Principals, Athletic Director, other managerial, supervisory or administrative staff, short-term employees employed 89 consecutive work days or less, substitutes, teacher aides, and all support staff. It is understood that no administrative salaries are to be negotiated by the Association.

1.2 The Board agrees not to negotiate with any other employees’ organization, individual employee, or group of employees with regard to negotiable items unless otherwise provided for in the Agreement or unless mutually agreed to by the parties during the term of the Agreement. However, it is understood that the Board retains the right to meet and confer with employees, but not negotiate with employees relative to issues not specifically forbidden by the terms of the contract.

1.3 The parties agree to start the negotiation process for a new contract by November 1st, if the appropriate written request is made.

ARTICLE II

EMPLOYEE AND ASSOCIATION RIGHTS

2.1 Rights of Representation - When an employee is required to appear before the Board concerning any matter which could adversely affect the employee's employment, the employee's position, or the employee's salary, the employee shall be entitled to have a representative of the Association present. Further, when an employee is required to appear before the Board, the employee shall be advised in writing of the reasons for the requirement.

2.2 Personnel File - Each employee shall have the right, upon not less than a 24 hour written request and in the presence of a designated school employee during regular school hours, or a mutually agreed upon time, to review the contents of said employee's personnel file and to place therein written reactions to any of its contents. Confidential material from outside sources may be removed from the folder prior to the review by the employee. Upon request, the Superintendent or designee will photocopy requested materials in the employee's personnel file at mutually convenient times during the employee's non-work hours, providing such requests shall not be made more than once each year. Employees will be given a copy when a formal, written warning, or reprimand, is placed in his/her file.

2.3 Dues Deduction - The Board shall deduct from each employee's pay upon authorization the current dues of the Association in accordance with School Code of Illinois.

2.4 Meetings, Notices, and General Information - The Association shall be allowed the following:

- A. The reasonable use of school buildings for meetings upon not less than a 24 hour prior written request;
- B. The reasonable use of employee mail boxes, interschool mail, school bulletin boards, Internet, and e-mail for internal communications, subject to compliance with the District's computer and Internet policies;
- C. The reasonable use of school equipment, e.g., computers, photocopiers, phones, etc.
- D. Should a meeting necessitate the assignment of a janitor, the Board reserves the right to assess the Association a janitorial fee.

Reasonableness shall be determined by the Superintendent.

2.5 Hold Harmless Clause - It is agreed that the Association shall indemnify and hold harmless the Board of Education, its members and each member of management against any and all loss because of civil or other action arising from the administration and implementation of dues deductions, or Board-paid teacher retirement contributions.

2.6 Complaints Against Teachers - If complaints about a teacher are received from students, parents, staff, teachers, administrators, or board members, which are deemed to have credence and significance, such shall be promptly made known to the teacher.

2.7 Fair Share

2.7.1 Each bargaining unit member, as a condition of his/her employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, shall join the Association or pay a fair share fee to the Association equivalent to the amount of dues uniformly required of members of the Association, including local, state, and national dues, less IPACE.

2.7.2 In the event that the bargaining unit member does not pay his/her fair share fee directly to the Association by a certain date as established by the Association, the Board shall deduct the fair share fee from the wages of the non-member.

2.7.3 Such fee shall be paid to the Association by the Board no later than ten (10) days following deduction.

2.7.4 In the event of any legal action against the Board brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:

- (a) The Board gives reasonable notice of such action in writing to the Association and permits the Association intervention as a party if it so desires, and
- (b) The Board gives full and complete cooperation to the Association and its Counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels.

2.7.5 The Association agrees that in any action so defended, it will indemnify and hold harmless the Board from any liability for damages and costs imposed by a final judgment of a court or administrative agency or by reason of settlement of such action as a direct consequence of the Board's non-negligent compliance with this Article.

It is expressly understood that this save harmless provision will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Employer or the Board's negligent execution of the obligations imposed upon it by this Article.

2.7.6 The obligation to pay fair share fee will not apply to any Employee who, on the basis of a bonafide religious tenet or teaching of a church or religious body of which such Employee is a member of a belief sincerely held with the strength of traditional religious views, objects to the payment of a fair share fee to the Association. Upon proper substantiation and collection of the entire fee, the Association will make payment on behalf of the Employee to a mutually agreeable non-religious charitable organization as per Association policy and the Rules and Regulations of the Illinois Educational Labor Relations Board.

ARTICLE III

MANAGEMENT RIGHTS

3.1 It is understood and agreed that all functions, rights, powers, or authority of the administration of the School District and the Board of Education which are not specifically limited by the express language of this Agreement are retained by the Board provided, however, that no such right shall be exercised so as to violate any of the specific provisions of this Agreement. Said authority included, but is not limited to, the generality of the foregoing rights:

- A. To the executive management, organization, and administrative control of the District and its properties and facilities, and the activities of its employees;
- B. To direct the work of its employees, determine the time and hours of operation and determine the kinds and levels of services to be provided and the methods and means of providing those services including entering into contracts with private vendors for services;
- C. To hire all employees, and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, discipline, dismissal, or demotion; and to promote, assign, and transfer all such employees;
- D. To establish educational policies, goals and objectives, to insure rights and educational opportunities of students; to determine staffing patterns; to determine the number and kinds of personnel required in order to maintain the efficiency of district operations; and
- E. To build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; and take action on any matter in the event of an emergency.

ARTICLE IV

EMPLOYMENT CONDITIONS

4.1 School Calendar - The Board shall establish a school calendar which does not exceed 185 school days, including five (5) emergency days. Unused emergency days shall not be employee work days. The Calendar Committee shall be established consisting of the Superintendent, one (1) support staff member, and one (1) teacher from each building. The Superintendent shall appoint the support staff member. The Association may appoint each teacher. The Committee shall make recommendations to the Board concerning the yearly District calendar.

4.2 Employee Work Day - The employee work day shall be from 8:00 A.M. until 3:45 P.M., except on Fridays, when employees may leave 15 minutes after students are dismissed and all required duties have been performed. Early dismissal does not apply to the first and last day of the school year nor to institute days or released time days. Those staff members attending approved college classes in centers 18 miles or more from Amboy may, upon completing all required duties and with the approval of their principal, leave at 3:15 P.M. on the regularly scheduled day of the class. On the day immediately preceding Thanksgiving, Christmas, and Spring break, teachers may leave as soon as the students are dismissed and as soon as the students are out of the building and on buses.

During each work day employees shall be entitled to a duty-free lunch period equal to the school's regular lunch period but in no case less than 30 minutes.

The Board reserves the right to assign extracurricular duties. However, the acceptance of assigned extracurricular duties listed on the attached extra duty schedule shall be voluntary upon the part of the employees to the extent possible. Paid extracurricular duties shall be paid according to the attached Schedule B-Increment Schedule. Support staff personnel shall also be eligible for assignments in ticket taking for scheduled school events where admission is charged. It is understood that extracurricular activities are outside school activities that extend over several weeks or months and make major demands on the teacher's time. Outside school hour activities and services that make occasional demands on the teacher's time but are not of a continuing or long term nature shall be considered part of each employee's basic assignments and shall not be eligible for additional compensation. If the Board creates new extracurricular positions during the term of this agreement, it shall consult with the Association relative to the stipend to be paid in such position.

4.3 Planning Period - All full-time junior high and senior high teachers shall be given one full period of planning time each school day and all full-time elementary teachers will be given the equivalent of five 30 minute planning periods per week. Planning time for part-time teachers will be prorated for teachers who teach 25 hours or more per week. Planning time will not be permitted for teachers teaching less than 25 hours. Planning period time and work time prior to the opening of the school day or following the close of the school day may be utilized in the following manner: conducting student conferences, conducting parent conferences, holding staff meetings, grading papers, preparing school materials, and doing other pupil-related activities as approved by their building principal. The Board will make a reasonable effort to hire a floating substitute so teachers may attend staffings and IEP meetings. However, teachers who are required to attend staffings, IEP meetings, during their regular planning time or teachers required to substitute for teachers who are required to attend staffings or IEP meetings who miss their planning time shall be reimbursed at the rate of \$16.00 for the full period and pro-rated for less than the full period.

Teachers desiring to leave a building during his/her planning time must have the prior permission of their building principal

4.3.1 Planning Period Change - When the Board deems it necessary, due to financial conditions, to

substantially alter the actual Planning time provided teachers in the 2001-2002 school year, the Association will be contacted and given the opportunity to present rationale to maintain the status quo and to present alternative actions for the Board's consideration.

4.4 Records Posting - The Board shall provide an early release day each semester for records and grades posting.

4.5 Notification of Assignment - Teachers who notify the Board in writing by March 15 of their intent to return to the district shall be notified in writing by the end of the school term of their tentative teaching assignment for the following year. Such information shall include: building assignment, grade level and/or subject area(s). Such assignment, being tentative, is subject to change.

4.6 Teaching Assignments - Teachers shall not be assigned outside the scope of their certificates. Voluntary transfers may be made if they are in the best interest of the district as judged by the Board of Education.

4.7 Posting Vacancies - A Transfer Request Form, listing all of the vacancies and those that might become available, shall be distributed to all teachers and the Association by March 20th of each year.

Teachers interested in being considered for a transfer to one or more of the positions should complete the form and return it to the district office in a timely fashion.

Transfer requests of current staff shall be considered before positions are advertised publicly.

Teachers being displaced due to circumstances such as reduction in sections and those returning from leaves shall be given priority on any vacancies for which they are qualified.

All other teachers, applying for a transfer, shall be provided an interview.

If a teacher, following an interview, is not selected, he/she may contact the Administrator with whom he/she was interviewed. A conference shall be held upon request of the employee. At this conference, the reasons for the selection of another candidate will be given.

If a teacher has applied for a position that becomes available after the close of school, and the receiving principal concurs, the teacher will be assigned to the position and notified by mail as soon as possible. A copy will also be sent to the Association. If a teacher has completed a transfer request that is not honored before June 1st, it is incumbent upon him/her to notify the district office in writing if he/she wishes to be removed from the transfer request list.

(Refer to Teacher Handbook for specific forms.)

ARTICLE V

EMPLOYEE COMPENSATION

5.1 School Year Salary Schedules - Salary schedules for 2008-2009, 2009-20010 and 2010-2011 are attached as Appendix A.

In addition to the figures printed on the Salary Schedule, the following shall apply:

TRS

For the 2008-2009 contract year the Board shall pay the State of Illinois TRS system .103753 of the teacher's base salary as set forth in Appendix A.

For the 2009-2010 contract year the Board shall pay the State of Illinois TRS system .103753 of the teacher's base salary as set forth in Appendix A.

For the 2010-2011 contract year the Board shall pay the State of Illinois TRS system .103753 of the teacher's base salary as set forth in Appendix A.

Any other statutorily required contribution to TRS is borne by the teacher.

THIS

For the 2008-2009 contract year the Board (Employer) THIS statutorily required contribution is .0060

For the 2008-2009 contract year the Board shall pay .0055 for the annuitant and survivor's health benefits (THIS) on the teacher's behalf.

For the 2008-2009 contract year the Teachers' shall pay .0025 for the annuitant and survivor's health benefits (THIS).

For the 2009-2010 contract year the Board (Employer) THIS required contribution will be .0060 or the statutorily required contribution.

For the 2009-2010 contract year the Board shall pay .0055 for the annuitant and survivor's health benefits (THIS) on the teacher's behalf.

For the 2009-2010 contract year the Teachers' shall pay .0025 for the annuitant and survivor's health benefits (THIS).

For the 2010-2011 contract year the Board (Employer) THIS required contribution will be .0060 or the statutorily required contribution.

For the 2010-2011 contract year the Board shall pay .0055 for the annuitant and survivor's health benefits (THIS) on the teacher's behalf.

For the 2010-2011 contract year the Teachers' shall pay .0025 for the annuitant and survivor's health benefits (THIS).

Any other statutorily required teacher contribution to THIS is borne by the teacher.

2.2

The Board also pays .0058 for each member toward the cost of the 2.2 formula change.

The attached Salary Schedules reflects the base salary with and without TRS.

5.2 Horizontal Advancement on the Salary Schedule - All teachers who are under contract with Amboy C.U.S.D. #272 shall be paid commensurate with their experience and degree according to the adopted salary schedule or in accord with incentives agreed to by the Board of Education and Association. Teachers who work on a part-time basis shall have that salary pro-rated.

Undergraduate credit will not serve as credit for advancement beyond the Bachelor's Degree. All college credits used for advancement beyond the Bachelor's Degree must be upper division or graduate level credits. This becomes effective with the 2001-2002 contract.

Such hours will be counted if granted from an accredited college or university after a degree has been earned. Graduate hours taken prior to the awarding of a B.A. Degree will not count for credit on the BA+ schedule. Graduate hours taken prior to, or while earning an M.A. Degree, will not count for credit on the MA+ schedule. All classes must be directly related to a current or to a prospective educational assignment in the school system, if credit is to be given on the salary schedule.

It is the responsibility of each teacher to furnish the District Office an official transcript of credits to show qualifications to advance from one column to the next column on the salary schedule. This must be accomplished before any adjustments in salary can be recommended. The teacher is also responsible for completing the Application for Advancement to the Salary Schedule Form, which is available on-line. No adjustment will be made unless the form is completed and submitted in a timely fashion.

Coursework must be completed prior to September 1st to qualify for advancement.

If transcripts and forms are received in the District Office by the 25th day of August, the adjustment will be made as of the first paycheck in September.

All transcripts received after August 25th for work completed prior to September 1st, will be processed within two pay periods after receipt in the District Office. The pay increase will be retroactive to the beginning of the school year.

The Application for Advancement on the Salary Schedule Form shall be forwarded to the Board of Education for informational purposes.

5.3 Method of Payment of Salary - Employees will receive their paychecks on alternate Fridays when the business office is open. If payday falls on a day the business office is closed, then teachers shall receive checks on the last day the business office is open prior to the regular pay day. The first check will be given on the second Friday of attendance. Payment will be made in 26 equal installments. Whenever possible the final paycheck in December and June will be issued with the paycheck immediately preceding.

5.4 Extracurricular Compensation - Employees participating in the extra-curricular activities listed on Appendix B - Increment Schedule shall be compensated according to said Appendix B - Increment Schedule, which is attached to and incorporated in this agreement.

5.5 Insurance Benefits – The Board agrees to provide a group health plan for each year of the contract, which will include major medical insurance, dental insurance, optical insurance and life insurance for each regular full-time teacher. The PPO plan shall remain 80%-20% for the life of the contract, however, the board retains the right to change insurance carriers to save costs providing substantially the same benefits shall be provided. Should the total insurance premium increase 15% or more in any given year, the insurance governing board shall convene in order to review the plan structure and develop cost savings measure to present to the membership/board for acceptance. Lifetime maximum benefits shall remain at \$5,000,000. No insurance benefits shall be provided part-time teaching personnel who work less than twenty-five hours per week.

The board agrees to pay 85% of the cost of the premium for an individual in the PPO plan. For those employees choosing an HSA plan, the board shall contribute an amount equal to the board contribution for an individual PPO plan.

5.6 Insurance Governing Board - A Governing Board for the insurance program will be established to research changes in, or alternatives to, the health plan. Recommendations from the Governing Board will be presented respectively to the Association and to the Board of Education for consideration.

The Governing Board shall consist of : two (2) Support Staff Members, one (1) School Board Member, one (1) Administrator, and three (3) Certified Staff Members. The school board member and the administrator shall be appointed annually by the Board of Education. The two support staff members shall be appointed annually by the Union. The three certified staff members shall be appointed annually by the Association. The Superintendent shall serve as an ex-officio member of the Insurance Governing Board. The payroll clerk shall serve as a resource person to the committee.

Any information about the insurance program provided to the Superintendent, excluding individual claims data, shall also be provided concurrently to the Association President. The Insurance Governing Board will meet with the Superintendent and the Insurance Provider Representative annually.

5.7 Travel Reimbursement - Teachers required to teach in more than one attendance center shall be paid \$90.00 per year for transportation reimbursement. Teachers required to make more than one trip to attendance centers for teaching purposes shall be paid \$125.00 per year for transportation reimbursement. Said payment shall be included on the second paycheck in December. Other mileage for pre-approved travel shall be paid for by the Board at a rate of the then current amount allowed as a deduction for business travel by the Internal Revenue Service.

5.8 Professional Leave Reimbursement - Reimbursement expenses and leave for attending professional conferences, conventions or workshops shall require the prior approval of the Superintendent. Prior to attending the conference or workshop, the teacher must request permission from the Superintendent and shall submit in writing an itemized request for reimbursement for registration, mileage, parking, tolls, meals, and lodging. In the event the Superintendent or the Board requests staff attend particular conferences or courses, additional reimbursement may be authorized by the Board. This procedure shall apply to all faculty including the coaching staff and other school activities. The Superintendent shall consider in authorizing leave and expenses, the value of the convention, conference, or workshop to the District and to the teacher and whether grant funds are available for such purpose during the fiscal year. Reimbursement for approved expenses will be paid upon presentation of the receipts at the next School Board meeting

5.9 Approved Curriculum Committees - The Board shall pay all Board approved curriculum committee work at the rate of \$200.00 per member when such committee meetings are required to be held outside the school day.

5.10 Early Retirement - The Board of Education is committed to participation in the Early Retirement Option provided by the Teachers Retirement System of the State of Illinois. This option is available to a member under age 60 with between 20 and 35 years of service who is retiring within six months of the last day of teaching. The member and employer must each make a one-time contribution calculated by the Retirement System. This election is irrevocable and benefits will not be processed until the employee and employer contributions are received in the Retirement Office.

The number of employees who may retire under this option in one year shall be limited to 30 percent of those eligible, with the right to participate to be allocated among those applying on the basis of seniority in service of District 272.

In order to assist employees to participate in the Early Retirement Option, the Board of Education will also pay 75% of the required one-time employee contribution if one is required. Such payment will be made only if the employee retires under this specific Early Retirement Option statute and shall not include 2.2 retirement. The prospective retiree may not claim or receive any increased pay nor receive any other financial benefits, directly or indirectly, from the Board if he/she uses this option.

5.11 Withholding of Salary Increment - The salary increment of any employee may be withheld by the Board upon recommendation of the Superintendent when that employee's job performance is rated "unsatisfactory" on the Summative Evaluation. The withholding of a salary increment means that the employee will remain at the same exact salary for the next following school year as he or she was in the year in which the recommendation was made, without movement horizontally or vertically on any current or subsequent salary schedule. The employee shall be given notice and shall be provided a list of deficiencies and suggested specific recommendations for improvement.

- (a) Such employee may request a meeting with the Board by requesting same in writing to the Superintendent within fifteen (15) calendar days of such notice being presented to him or her. Such meeting shall be in closed session at such time as shall be agreed upon by the employee and the President of the Board, or in the absence of such agreement, at the next regular meeting of the Board occurring more than ten (10) calendar days after receipt of the request for such meeting by a representative of his choosing, and he or she may produce witnesses or documentary evidence on his or her behalf.
- (b) The employee who remedies the deficiencies in performance during the following school year, when the salary increment will be normally withheld, will be advanced the following year on the salary schedule. However, the salary increment lost by the employee shall not be restored, and he or she shall not receive experience salary increment credit for such withheld year while he or she remains in the District. (This permanent loss of experience credit and salary increment shall be effective prospectively only and shall not be applied to any teacher in remediation at the date of execution of this Agreement.)
- (c) The Superintendent shall review with the Principal conducting the evaluation all teacher evaluations and ratings which are determined to be "unsatisfactory" and the Superintendent must concur in such evaluations and rating of employees.

5.12 Flex-Benefit Plan - The Board will adopt and establish a plan in compliance with Section 125 of the Internal Revenue Code, which plan shall provide for insurance premiums not paid under the District's insurance plan plus unreimbursed medical and dental fees, and approved child care facility fees. The Board shall be responsible for payment of all initial start up expenses and the employee will be responsible for the monthly fee incurred in the administration of the plan.

5.13 Special Retirement Incentive - The Board will make a retirement incentive option available for any full-time teacher retiring who meets the following criteria:

1. The employee is at least fifty-four (54) and turning fifty five (55) within six months of his/her last day of service.
2. The employee satisfies the full retirement criteria as acknowledged by the Illinois Retirement System (TRS) at the time of retirement.
3. The employee retires at the end of the school year.
4. The employee must have (15) or more years of full-time creditable service with the Amboy School District by the retirement date.
5. The employee's retirement will not cost the District a TRS penalty. Employees opting for the ERO option in which the district would have to make a statutorily required contribution to TRS on behalf of the employee are not eligible for this option.
6. The employee must submit a written irrevocable notification to the District by date listed of the window in which he/she plans to utilize that he/she intends to retire at the end of the school year indicated on each of the (4) possible windows.

Window 1: Notice submitted by June 20, 2008, or within 10 days of ratification, whichever is later; Retire end of 2011-2012 school year.

Window 2: Notice by June 30, 2009; Retire end of 2012-2013 school year

Window 3: Notice by June 30, 2010; Retire end of 2013-2014 school year

Window 4: Notice by June 30, 2011; Retire end of 2014-2015 school year

Upon submitting the notice required by this section, the employee shall receive a 6% annual increase in creditable earnings in each of the employee's remaining years of employment not to exceed four years. Such salary increases shall be in lieu of the salary increases provided by the salary schedule, including increases caused by vertical movement or horizontal movement on the salary schedule. The 6% creditable earnings increase shall be based on the teacher's prior year's creditable earnings, which would include extra-curricular duties, provided that the employee continues to perform extra-curricular duties.

Irrevocable Resignation

The employee acknowledges that the school district's retirement incentives are based on expressed reliance on staff member's declaration to retire. The employee acknowledges the retirement is final and irrevocable unless both employee and the Board agree to withdraw and cancel request for retirement.

5.14 Tuition Reimbursement Program

A. OVERVIEW

1. Beginning with the 2002-2003 school year, certified, full-time employees of the School District are eligible, if approved, to participate in the Tuition Reimbursement Program. Part-time certified employees may be approved for appropriate tuition reimbursement on a prorated basis, determined by their work hours.
2. The Superintendent is responsible for eligibility in the Tuition Reimbursement Program. Participation will be granted when the Superintendent deems the course of study or class is beneficial to the employee and the School District.
3. The Tuition Reimbursement Program applies only to upper division or graduate level classes that carry credit from a degree granting college or university that is accredited by one of the nationally recognized accrediting organizations.

B. COURSES OF STUDY

The Superintendent shall use one of more of the following priorities in determining eligibility for reimbursement.

Priority 1 - Classes in a program leading to an Advanced Degree, in areas deemed "critical" by the School District.

Priority 2 - Individual classes taken in areas deemed "critical" by the School District, but not as part of an Advanced Degree Program.

Priority 3 - Classes in a program leading to an Advanced Degree in areas related to the employee's current or future area of assignment.

Priority 4 - Individual courses related to the employee's current or future area of assignment.

C. ELIGIBLE EXPENDITURES FOR REIMBURSEMENT

1. Eligible expenditures that may be approved for reimbursement are limited to tuition fees. Additional expenses such as books, matriculation, activity, parking and health fees as well as expenses for transportation to and from classes are not reimbursable.
2. Normal reimbursement shall be in accordance with the schedule found in "F" below. The Superintendent may consider requests to exceed the cap if an employee is requested by the School District to enroll in a specialized degree program or if courses are critical to the employee completing job responsibilities or assignments. Exception requests require written justification to the Superintendent and approval of the Board of Education.

D. REIMBURSEMENT PROCESS

1. Applicants must complete the Tuition Reimbursement Application, (Form TRA) and turn it in to their Principal. The Principal shall forward the request to the Superintendent and may choose to include comments relative to the appropriateness of the request. All requests should be submitted at least 21 days prior to an employee enrolling in course work. The Superintendent will make every effort to notify the employee of his/her decision at least seven days prior to registration. The applicant shall have the opportunity to review the decision with the Superintendent.
2. The District Office will maintain the original copy of the application. The originating building Principal and employee shall receive a copy of the form indicating approval or rejection.
3. Reimbursement for an approved course is contingent upon the employee submitting evidence of satisfactory completion of a grade of B or better. If grades are not issued, but a pass/fail notice is issued, a pass grade must be achieved.

E. EMPLOYEES WORK COMMITMENT/PAYBACK

1. An employee receiving reimbursement under the Tuition Reimbursement Program who voluntarily leaves School District employment may be required to repay the District a proportionate amount of the reimbursement.
2. The recoverable amount shall be calculated by establishing the total gross amount received by the employee for each course. That amount shall be reduced by 1/24th for each month the employee remained with the School District after completion of each class. The amount remaining after all reductions have been made shall constitute the amount that the employee needs to return to the District.
3. Should the employee fail to reimburse the School District in a timely fashion, the School District will implement a recovery process.

F. TUITION REIMBURSEMENT SCHEDULE

Step 1 through 5 on salary schedule	75% reimbursement, up to \$225/semester hour Max. \$2700 yearly
Step 6 through 10 on salary schedule	60% reimbursement, up to \$180/semester hour Max. \$2160 yearly

Step 11+ on salary schedule 45% reimbursement, up to \$135/semester hour
 Max. \$1620 yearly

The Board reserves the right to change the maximum allowable reimbursements depending on available funds, but the allowed amount shall not be less than \$10,000 without approval of the Amboy Education Association.

Courses taken at the request of the School District to fill a critical need area shall be reimbursed at 75%. The maximum reimbursement will still apply.

Tuition reimbursement payments will be made (3) times per year. The pay dates will be the day after the October, February and June Board meetings.

5.15 Overload Assignments - Teachers who are assigned to all periods every day of the school year (no daily planning period is scheduled) shall be compensated at a prorated amount based on the total periods taught by other faculty (example: Block 8=1/6; 8 Period Traditional= 1/7). Mutual agreement between the Board, Association and the affected teacher(s) must occur for overload assignments.

In the event the district needs teachers to cover additional classes or possible overload assignments, the vacancy will first be posted following the procedures contained in 4.7.

5.16 Employer's Annual Report of Earnings

The employer shall provide to each employee a copy of his/her information provided to the Teacher's Retirement System in the Employer's Annual Report of Earnings on or before September 1 of each year. If an employee is retiring, this same information shall be updated as of and provided on the last day of employment.

ARTICLE VI

LEAVES

6.1 Maternity/Child-Rearing/Adoption Leave

A. Any teacher who has entered upon contractual continued service shall be entitled to maternity/child-rearing and/or adoption leave without pay or other benefits subject to medical or other substantiation requirements between the teacher and the Board prior to the leave. Nothing in this section shall be construed as requiring any teacher to apply for a maternity leave. A teacher not eligible or not desiring maternity leave, either for self or spouse, may utilize accumulated sick leave during any period of disability related to the pregnancy and/or to the delivery of the child. If such employee shall have exhausted accumulated sick leave, the employee may be granted a leave of absence without pay or other benefits during such a period of disability subject to the School Code of Illinois.

B. Leave may be granted without pay for a maximum of one (1) additional school year, upon written request from the teacher.

C. A teacher returning from maternity/child-rearing/adoption leave will be assigned to a position for which she/he is qualified and for which a vacancy exists. Upon expiration of such leave, the employee shall provide the Board of Education, before resumption of her duties, a certificate of physical fitness based upon a complete physical examination given by a licensed physician. Upon resuming teaching duties following maternity leave/child-rearing/adoption leave, the teacher shall be placed on the salary schedule at a step not lower than that to which she/he was entitled at the time leave was granted.

6.2 Professional Leave - Certified teaching personnel may be granted leave, upon approval of the Superintendent or his/her designee, with the authorization from the Board of Education, to attend, without loss of salary, conferences, meetings, workshops, and other professional meetings which, in the judgment of the Superintendent, are beneficial or related to the work of the schools. Allowance for travel and expenses must be pre-approved by the Superintendent or his/her designee.

6.3 Sick Leave - All full-time teachers shall be entitled to sick days without loss of pay each school year as follows: One (1) sick leave day shall be equivalent to one (1) work day for the part-time employee. Sick leave may be accumulated to a maximum of 360 days (including accumulated unused personal business day leave), except for those employees who at the end of 1986-87 school year have exceeded the maximum. Said employees shall have individual maximums determined by their accumulations as of June 30, 1987.

Ten (10) sick leave days for years 1-4

Twelve (12) sick days for years 5-10

Fourteen (14) sick days for years 11+

“Sick Leave” shall be interpreted to mean personal illness, quarantine at home, serious illness or death in the immediate family or household.

“Immediate Family” for sick leave purposes is parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, sisters-in-law, brothers-in-law, and legal guardians.

“Household” includes all persons residing therein.

6.4 Personal Business Leave - All full-time teachers with 15 years of experience or more in the district will be allowed a maximum three (3) days paid absence for personal business purposes each year; and teachers with less than 15 years of full-time experience in the district will be allowed a maximum of two (2) days. Personal business leave will not be granted during the first or last week of school, nor the day

before or the day after a vacation or legal holiday except in cases of emergency, which shall be granted by the Superintendent. No more than five (5) personal business day leaves may be granted by the district on one day. Unused personal business days may be credited toward accumulated sick leave at the end of each school year. Personal business leave shall not be available during a work stoppage of any kind. Requests for such leave shall be submitted in writing to the Superintendent or a designee a minimum of five (5) calendar days prior to the departure day except in cases of emergency.

6.5 Association Leave - The Board shall grant the Association a maximum of two (2) days to attend professional meetings, without loss of pay. In granting said request the Board shall not incur any expenses, other than substitute pay. The Board shall also grant the Association a maximum of three additional days, without loss of salary, to attend local, state or national conferences, workshops or conventions. In granting said request the Board shall not incur any expenses and the Association shall reimburse District 272 for substitute pay.

6.6 Jury Duty Leave - Employees called for jury duty are expected to serve unless disqualified and will not lose regular pay but must pay to the District all monies received for such service, exclusive of payment for transportation.

6.7 Military Leave - Any teacher under contractual continued service who may enlist or be conscripted into the military service of the United States shall be granted military leave. Application of the reinstatement shall be made within ninety days from the date of release or discharge.

6.8 Board Leave - The Board may, at its discretion, grant short-term leaves to employees not to exceed ten (10) days for reasons of a personal nature not permissible under sick leave or personal business leave. These leaves will not be held to be contractual violations but will be unpaid. Deductions for such absence will be made at the rate of 180th of the annual salary for each day of absence.

ARTICLE VII

GRIEVANCE PROCEDURE

7.1 **Definition** - A grievance is defined as, and limited to, a written complaint alleging that there has been a violation, misinterpretation, or misapplication of the provisions of this Agreement.

7.2 **Presentation of Grievance** - Individual employees shall have the right to present grievances. The appropriate Association representative shall be afforded the opportunity to be present and to represent the grievant, if the grievant so desires, at any stage of the grievance procedure, and any settlement reached must not be inconsistent with provisions of this Agreement.

7.3 **General Provisions**

- A. All grievances must be presented promptly and in no event any later than ten (10) working days from the date of the condition or action giving rise to the complaint.
- B. Only one subject matter shall be covered in any one grievance. A written grievance shall contain a clear and concise statement of the grievance and indicate the issues involved, the relief sought, the date the incident or violation took place and the specific section or sections of the agreement involved.
- C. The grievance shall be presented to the immediate supervisor involved, in triplicate, and signed and dated by the grievant.
- D. By agreement of the grievant and the administration, the grievance will be filed with the Superintendent or the Board of Education instead of with the immediate supervisor in any appropriate case.
- E. A teacher who participates in the grievance procedure shall not be subjected to disciplinary action or reprisal because of such participation.
- F. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the lodging of an appeal at the next step of the procedure within the time limits allotted had a decision been given. Anything herein to the contrary notwithstanding, the filing of a grievance or appeal from any step of this grievance procedure shall be accomplished within the time limit specified, time being the essence, and, in the event the time limits are not observed by the grievant, the administration's decision at the prior step shall be final and binding upon the parties and shall not be subject to further appeal of any kind, provided, however, that said time limits may be extended by mutual agreement.
- G. Proceedings held under this article will be conducted after school hours at times and places which will afford a fair and reasonable opportunity for all persons entitled to be present to attend.
- H. The purposes of the grievance procedure shall be to resolve all disputes at the lowest possible level. Whenever the grievance procedure is available for resolution of any claim or cause of action of an employee, the process shall be exhausted before the grievant may seek legal recourse in any court or administrative proceedings on the same general factual basis or claim.

7.4 Procedure for Adjustment of Grievances

A. Informal Conference

1. A grievance shall first be discussed with the appropriate administrator with the object of resolving the matter informally.
2. In the event the matter is resolved informally and an association representative was not present at the adjustment of the grievance, the supervisor or administrator resolving the grievance shall inform the President of the Association or his designee of the adjustment.

B. Formal Procedure

1. Principal Level: In the event the grievance is not resolved informally, the principal or his designee shall meet and confer with the grievant within (5) working days after it is filed, with a view to adjusting the grievance. Within three (3) working days thereafter, the principal, or his designee will furnish his decision to the grievant.
2. Superintendent Level: Within five (5) working days after the principal renders his decision, an appeal therefrom may be taken by the grievant to the Superintendent. The Superintendent or his designee shall meet and confer with the grievant within (5) working days to view to adjusting the grievance, and within three (3) working days thereafter, the Superintendent, or his designee shall render his decision to the grievant.
3. Board Level: Within five (5) working days after the Superintendent or his designee renders his/her decision, an appeal may be taken by the grievant from the decision to the Board. Within thirty (30) working days after the appeal is filed, the Board will hold a hearing on the grievance. The hearing will be informal but the parties will be allowed to state their views fully. The parties shall be entitled to present witnesses. Within ten (10) working days after the hearing on the appeal, the Board will communicate its decision in writing to the grievant.
4. Arbitration: If the decision at Step 3 is not satisfactory to the grievant, there shall be available a fourth and final step of impartial arbitration. The grievant must submit in writing, within ten (10) school days after receiving the Board's decision in Step 3, a request to enter into such arbitration. The arbitration shall be conducted by an arbitrator to be selected by the two parties within ten (10) school days after said notice is given. If the two parties fail to reach agreement with an arbitrator within the above ten (10) day period, the Federal Mediation and Conciliation Service or the American Arbitration Association will immediately be requested to provide an arbitrator in accordance with the voluntary labor arbitration rules of said association. The arbitrator shall be without power or authority to make any decision which is contrary to, inconsistent with or which modifies or varies to the terms of this agreement, or which limits or interferes with the Board's duties, powers or responsibilities under applicable law. The sole power of the arbitrator shall be to determine if the terms of this agreement have been violated, misinterpreted or misapplied. The decision and/or award of the arbitrator, if made in accordance with his jurisdiction and authority under this agreement, will be binding upon the parties. Expenses for the arbitrator's services and expenses which are common to both parties to the arbitration shall be borne equally by the Board and the Association.

ARTICLE VIII

SENIORITY AND REDUCTION IN STAFF

8.1 Matters of reduction in staff and in seniority of the staff shall be determined by the Board in accordance with The School Code, providing non-tenured teachers shall be removed or dismissed before removing or dismissing any tenure teacher legally qualified to hold a position currently held by a non-tenured teacher.

ARTICLE IX

EVALUATION OF PROFESSIONAL STAFF

9.1 The present evaluation instrument will not be changed during the term of this Agreement except by mutual agreement.

9.2 Evaluation of Coaching Staff of IHSA Sanctioned Activities

- A. Evaluation of Head Coaches and Assistant Coaches shall be completed at least once during coaching season. The evaluation instrument will be developed by an Athletic Committee composed of the two (2) Athletic Directors, the High School Principal, another Principal, a Board member, and a coach from each sport. The coaches shall be appointed by the Association. The Athletic Director shall serve as primary evaluator with input from the Principal. The coach shall be provided with an evaluation instrument prior to the commencement of his/her respective season. The coach being evaluated shall be provided with a copy of his/her evaluation. The Athletic Director will meet to discuss the evaluation with him/her. In that meeting, the Athletic Director shall provide written suggestions for improvement of deficiencies noted during the evaluation.
- B. Should the specific procedures of the evaluation process referred to in Section A. be violated, the coach shall have the right to grieve said violations. However, the specific content of the coaching evaluation shall not be subject to the grievance process and neither such evaluations nor any of the other provisions set out in 9.2 A. shall provide grounds for any due process claims or other employment claims or rights of the coaches in their extra-curricular positions and all employment decisions pertaining to coaches shall remain solely with the Board.
- C. Coaching evaluations shall be placed in each coach's personnel file.

ARTICLE X**NO STRIKE**

10.1 It is agreed and understood that there will be no strike, work stoppage, slow-down, picketing, or other concerted action or refusal or failure to fully and faithfully perform job functions and responsibilities or other interference with the operations of the district by the Association or by its officers, agents, or members during the term of this agreement, including compliance with the request of other labor organizations to engage in such activity.

10.2 The Association recognizes the duty and obligation of its representative to comply with the provisions of this agreement and will make every effort toward inducing all employees to do so.

ARTICLE XI

HIRING AND RETENTION INCENTIVES

11.1 Committee - The parties agree to work co-operatively in developing incentives to attract and retain teachers, particularly those in critical or hard to find areas. To this end, a committee will be formed in partnership with the AEA, Superintendent and Board.

The main purpose of the committee will be to identify position(s) that may require incentives in order to recruit and/or retain qualified staff and to determine what appropriate incentives might be used.

Any incentive will be reviewed by the committee prior to the Superintendent making a recommendation to the Board of Education.

11.2 Advertising - Ads to recruit staff shall be posted on the district website.

ARTICLE XII

EFFECT OF AGREEMENT

12.1 Complete Understanding - During the term of this agreement, the Association waives and relinquishes the right to meet and negotiate and agrees that the Board of Education of the school district shall not be obligated to meet and negotiate with respect to any subject or matter whether referred to or covered in this agreement or not, even though each subject or matter may not have been within the knowledge or contemplation of either or both the Board or the Association at the time they met and negotiated on and executed this agreement, and even though such subjects or matters were proposed and later withdrawn.

The agreement shall constitute the full and complete commitment between both parties and shall supersede and cancel all previous agreements both written and oral. This agreement may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this agreement.

12.2 Tentative Agreement - No tentative agreement will be enforceable at law or in equity or be binding until approved by both the Association and the Board.

12.3 Savings Clauses - Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that article, section, or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect.

12.4 Termination Date

This Agreement shall be effective as of August 15, 2008 and shall remain in full force and effect until the day prior to the start of the 2011-2012 school year when it shall terminate in its entirety. Written demands for negotiations shall be submitted by either party between February 1st and April 1st of the year of expiration. The Board and the Association shall commence bargaining within thirty days from the demand to bargain; however in no event shall negotiations commence earlier than April 1 (unless the parties otherwise mutually agree) providing demand is made as provided hereunder.

12.5 Expiration of Contract - Upon the expiration of this contract all terms and conditions contained herein shall expire and terminate. Accordingly no experience step increase nor education lane increases provided in the current contract shall be granted during the period of contract negotiations for a successor contract after expiration of the current agreement.

12.6 Individual Contracts - All certified staff members shall have access to the Master Contract electronically.

SIGNATURE PAGE

This Agreement is signed this _____ day of _____, 2008.

IN WITNESS WHEREOF:

**For The Amboy Education
Association**

**For The Board of Education
District 272**

President

President

Secretary

Secretary

BOARD POLICY

Outside Experience/Business Related Credit

Outside Experience – Beginning with the 2002-2003 school year, teachers entering Amboy CUSD #272 may receive experience credit for each full year of teaching up to and including (10) ten years, providing said experience has been gained within twelve years immediately prior to employment in District #272 and provided the individual was fully certified during any experience for which credit is given.

Before being placed on the schedule, each teacher shall present to the District Office, a transcript of credits from a regularly accredited institution of higher learning and proof of previous experience.

Business Related Credit – Beginning with the 2003-2003 school year, a teacher who has a valid certificate and business /life experiences that relate directly to the responsibilities they will have in the District may receive credit for such experience on the salary schedule providing the following conditions are met.

1. The teacher will be teaching in an area defined by the Board of Education as “critical” and Agreed upon by the Association. (Currently the “critical” areas are: math, science, business education and guidance.)
2. That the granting of such credit shall not be retroactive for individuals hired prior to the 2001-2002 school year.
3. That any such business/life experience to be used for credit must have been no more than 15 years prior to the employment in the School District.

One-year credit on the salary schedule will be given for every three years of accepted business/life experience, with a maximum of five years credit on the salary schedule.

Student Loan Repayment Incentive

Beginning with the 2002-2003 school year, teachers employed in District #272 for the first time shall be eligible for a Student Loan Repayment Incentive if they are involved in teaching in “critical areas.” These areas are Math, Science, Business Education or Guidance Counselors.

The employee may opt to have the Board pay, in their behalf, up to 50% of their annual student loan repayment for a period of no more than five (5) years. The maximum amount the Board will pay in any one year shall be \$1000.

Additionally, should any employee who elects to receive the incentive also be involved in the Tuition Reimbursement Program (Section 5.14 of this agreement), the total combined amount available to them in any one year shall not exceed the limit stated in “F” of the Tuition Reimbursement Program.

Any employee receiving a Student Loan Incentive who voluntarily leaves school district employment may be required to repay the District a proportionate amount of the incentive.

The recoverable amount shall be calculated by establishing the gross amount received by the employee for the yearly incentive. That amount shall be reduced by 1/24th for each month the employee remains with the school district after the incentive is paid. The amount remaining after all reductions have been made shall constitute the amount the employee needs to return to the District.

Should the employee fail to reimburse the school district in a timely fashion, the school district will implement a recovery process.